

Mayor Kenneth Carey, Jr.

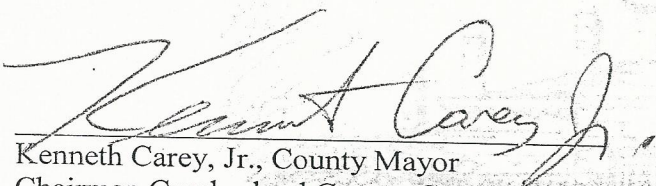
2 North Main Street
Crossville, TN 38555
Phone (931) 484-6165
Fax (931) 484-5374
mayorcarey@cumberlandcountyttn.gov

January 8, 2015

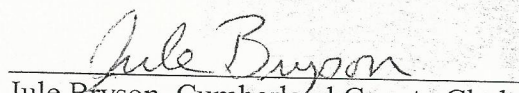
**NOTICE OF CALL FOR A CLOSED SESSION OF THE CUMBERLAND COUNTY BOARD
OF COMMISSIONERS, CUMBERLAND COUNTY, TENNESSEE**

Each of you, as members of the Cumberland County Board of Commissioners of Cumberland County, Tennessee, are hereby summoned to a closed session of the County Commission to be held in the large meeting room of the Courthouse in Crossville, Tennessee, on Tuesday, January 20, 2015 at 5:00 p.m. for the following purpose:

MAYOR KENNETH CAREY, JR. COUNTY ATTORNEY RANDAL BOSTON, AND ATTORNEY HOWARD
UPCHURCH
TO PRESENT UPDATES ON LEGAL ISSUES INVOLVING
CUMBERLAND COUNTY, TENNESSEE


Kenneth Carey, Jr., County Mayor
Chairman Cumberland County Commission

ATTEST:


Jule Bryson, Cumberland County Clerk

CUMBERLAND COUNTY COMMISSION QUARTERLY MONTHLY MEETING AGENDA

TUESDAY, JANUARY 20, 2015

6:00 O'CLOCK P.M.

1. Call to order: Chairperson or Cumberland County Sheriff
2. Invocation
3. Pledge to the Flag of the United States of America
4. Roll Call, Cumberland County Clerk, Jule Bryson
5. Minutes of December 15, 2014 Monthly Cumberland County Commission Meeting
6. Special recognitions, memorials, etc.
7. Comments by the General Public
8. Unfinished Business:
9. New Business:

RESOLUTION 01-2015-1-To accept the 2015 version of the Cumberland County Road List (Davis)

RESOLUTION 01-2015-2-To enter a Cumberland County Economic/Community Cooperative Agreement among Cumberland County, City of Crossville and the Crossville-Cumberland County Chamber of Commerce (Carey)

RESOLUTION 01-2015-3-To approve contract for right to deposit residential solid waste for private haulers in Cumberland County (Hassler)

RESOLUTION 01-2015-4-To extend the Cumberland County Fair Association Lease and Agreement through January 20, 2018 (Davis)

RESOLUTION 01-2015-5-To extend the Cumberland County Red Cross Lease and Agreement through January 20, 2016 (Davis)

RESOLUTION 01-2015-6-Central Cafeteria Fund, Budget Amendment, \$3,000.00 (Carter)

RESOLUTION 01-2015-7-Central Cafeteria Fund, Budget Amendment, \$9,007.89 (Foster)

RESOLUTION 01-2015-8-Central Cafeteria Fund, Budget Amendment, \$21,500.00 (Foster)

RESOLUTION 01-2015-9-Budget Amendment, General Fund, Libraries, \$375.00 (Hassler)

RESOLUTION 01-2015-10-Budget Amendment, Drug Control Fund, Sheriff's Department, Drug Enforcement, \$14,000.00 (Turner)

RESOLUTION 01-2015-11-Budget Amendment, General Fund, School Resource Officers (Special Patrols), \$233,828.00 (Foster)

JANUARY 20, 2015 COMMISSION MEETING AGENDA

10. County Official Reports
11. County Attorney Report
12. Standing Committee Reports
13. Statutory Committee Reports
14. Election of Notaries, Appointments, and Confirmations
15. Announcements and Statements
16. Adjournment

DECEMBER 15, 2014

CUMBERLAND COUNTY COMMISSION MONTHLY MEETING

Be it remembered that the Cumberland County Commission met in monthly session on Monday, December 15, 2014 at the courthouse in Crossville, Tennessee. Sheriff Casey Cox called the meeting to order at 6:00 o'clock P.M. Present and presiding was Commission Chairman, County Mayor Kenneth Carey, Jr. who invited Tim Chesson from the Faith Worship Center to give the Invocation and Commissioner Jeff Dyer was asked by the Mayor to lead the Pledge of Allegiance to the Flag of the United States of America. Also present at the meeting were County Clerk Jule Bryson, County Attorney Randal Boston, Finance Director Nathan Brock, Road Superintendent Scott Blaylock and the following County Commissioners:

Jeff Dyer
Nancy Hyder
David Hassler
Allen Foster
Jack Davis
Terry Carter
Elbert Farley
Tim Claflin
Woody Geisler

Tracey Scarbrough
Tom Isham
Rebecca Stone
David Gibson
Terry Lowe
Wendell Wilson
Roy Turner
Sonya Rimmer
John Kinnunen (absent)

A quorum being present, the Cumberland County Commission was opened in due form of law and began with Chairman Carey announcing that Resolution 12-2014-8 seeking approval to revise the existing Wage Scale for the position of Judicial Commissioner II (Supervisor) appearing on the December 15, 2014 Agenda had been withdrawn from consideration.

1. MINUTES OF NOVEMBER 17, 2014 MONTHLY CUMBERLAND COUNTY COMMISSION MEETING:

On motion of Commissioner Turner, second by Commissioner Carter, moved the minutes of the November 17, 2014 Monthly Commission Meeting be approved, treat same as read, made a matter of record, and filed.

The motion to approve the Meeting Minutes carried by a roll vote of 17 ayes from the Commission present.

2. UNFINISHED BUSINESS: INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICERS:

The Commission was advised by Commissioner Rimmer that after review by the Schools and Education Committee, Sheriff Casey Cox, Director of Schools Donald Andrews, Board of Education Attorney Earl Patton, and County Attorney Randal Boston and after endorsement by the Board of Education, the Interlocal Agreement for School Resource Officers Program would move forward. Commissioner Rimmer moved to approve the Interlocal Agreement for School Resource Officers after the agreement is amended by deleting paragraph 3 on page 2 that reads: That at the time Cumberland County received the agreed upon funding from the Board of Education the amount received will be applied to the Cumberland County Sheriff's Department's budget as an amendment to the budget for the fiscal year 2013-2014. Commissioner Foster seconded her motion to approve the amended Interlocal Agreement.

The motion to provide law enforcement to Cumberland County Public Schools through an Interlocal Agreement between the County, the Sheriff's Department, and the Board of Education carried by a roll call vote of 17 ayes from the Commission present with Commissioners Gibson and Claflin declaring a conflict of interest as employees of the Sheriff's Department before each voted yes on behalf of their constituents.

3. SPIRIT BROADBAND, LLC:

Commissioner Hassler moved to allow the County Mayor and the County Attorney to take whatever steps are necessary, including but not limited to litigation to resolve issues for the lack of payment of franchise fees, contract and agreement disputes or any other matter involved with now or in the future of Spirit Broadband, LLC. Mr. Hassler's motion was seconded by Commissioner Isham.

The motion allowing actions against Spirit Broadband, LLC carried by a roll call vote of 17 ayes from the Commission present.

4. RESOLUTION 12-2014-1-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$3,141.84:

On motion of Commissioner Turner, second by Commissioner Gibson, moved to adopt resolution 12-2014-1.

The motion to adopt resolution 12-2014-1, a budget amendment for the sale of used textbooks, carried by a roll call vote of 16 ayes from the Commission present with Commissioner Farley declaring a conflict of interest and voting no.

5. RESOLUTION 12-2014-2-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$3,467.00:

On motion of Commissioner Foster, second by Commissioner Carter, moved to adopt resolution 12-2014-2.

The motion to adopt resolution 12-2014-2, a budget amendment for grant monies awarded to North Cumberland Elementary and Martin Elementary Schools, carried by a roll call vote of 17 ayes from the Commission present.

6. RESOLUTION 12-2014-3-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$7,987.11:

On motion of Commissioner Hassler, second by Commissioner Hyder, moved to adopt resolution 12-2014-3.

The motion to adopt resolution 12-2014-3, a budget amendment for refund to the State of Tennessee for overpayment to the Early Childhood Education-Pilot/Pre-K Program from fiscal year 2013-2014, carried by a roll call vote of 17 ayes from the Commission present.

7. RESOLUTION 12-2014-4-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$15,000.00:

On motion of Commissioner Gibson, second by Commissioner Foster, moved to adopt resolution 12-2014-4.

The motion to adopt resolution 12-2014-4, a budget amendment for the reallocation of funds within the Preschool Program, carried by a roll call vote of 17 ayes from the Commission present.

8. RESOLUTION 12-2014-5-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$30,904.67:

On motion of Commissioner Hyder, second by Commissioner Stone, moved to adopt resolution 12-2014-5.

The motion to adopt resolution 12-2014-5, a budget amendment for reimbursement of expenditures incurred during fiscal year 2013-2014 for special education students, carried by a roll call vote of 16 ayes from the Commission present with Commissioner Farley declaring a conflict of interest and voting no.

9. RESOLUTION 12-2014-6-BUDGET AMENDMENT, GENERAL FUND, REGISTER OF DEEDS,
\$76,000.00:

On motion of Commissioner Gibson, second by Commissioner Isham, moved to adopt resolution 12-2014-6.

The motion to adopt resolution 12-2014-6, a budget amendment for improving and maintaining technology in the Register of Deeds Office, carried by a roll call vote of 17 ayes from the Commission present.

10. RESOLUTION 12-2014-7-BUDGET AMENDMENT, GENERAL FUND, LOCAL HEALTH CENTER,
\$97,437.00:

On motion of Commissioner Wilson, second by Commissioner Rimmer, moved to adopt resolution 12-2014-7.

The motion to adopt resolution 12-2014-7, a budget amendment for additional funding from the State of Tennessee to provide additional health service employees and related supplies and materials to the Cumberland County Health Department, carried by a roll call vote of 17 ayes from the Commission present.

11. RESOLUTION 12-2014-9-TO APPOINT MIKE HARVEL AS CUMBERLAND COUNTY DIRECTOR OF
SANITATION:

On motion of Commissioner Turner, second by Commissioner Rimmer, moved to adopt resolution 12-2014-9.

The motion to adopt resolution 12-2014-9, appointing Mike Harvel to serve as Director of Sanitation with his salary and benefits adjusted accordingly, carried by a roll call vote of 17 ayes from the Commission present.

COUNTY OFFICIALS REPORT:

Finance Director, Nathan Brock provided his monthly financial report detailing the key performance factors of property tax, hotel/motel tax, ambulance service fees, prisoner boarding, and local option sales tax collected in November 2014. When Commissioner Hyder asked if the former Veteran's Service Officer (VSO) was making restitution payments, County Attorney Boston and Mr. Brock made known to the Board the former VSO was making his court order payments and they were being turned over to the Finance Department in a timely manner.

RULES COMMITTEE:

Chairman Wilson stated that at their last meeting the Rules Committee chose to support the current Cumberland County Commission Rule that states if a commissioner has a direct monetary conflict or a conflict with a resolution or a motion affecting their department they must declare that conflict and are advised to vote no, pass or not vote for the motion or declare the conflict of interest and vote their conscience and obligation to their constituents.

AUDIT COMMITTEE AND JOINT ECONOMIC DEVELOPMENT BOARD:

Sonya Rimmer, Chairperson for both the Audit Committee and the Joint Economic Development Board, indicated that the Audit Committee would convene soon to review the Annual Financial Report for Cumberland County, Tennessee for the year ended June 30, 2014 and she invited Board Members to attend an Economic Development Quorum on January 12, 2015 sponsored by the Crossville/Cumberland County Chamber of Commerce and the Joint Economic Development Board.

PUBLIC RECORDS COMMISSION:

Chairman Rebecca Stone announced the Public Records Commission would meet on December 16, 2014 at the courthouse.

12. ELECTION OF NOTARIES:

On motion of Commissioner Hyder, second by Commissioner Gibson, moved that Marjorie R. Carpeno, Barbara Davenport, Steven London, Melissa Malecha, Kellie Pellillo, M. Stuart Sitton, Lewis Taylor, Kendra S. Williams, Ryan Williams and Lena D. Winningham are elected as Notary Publics for the State of Tennessee.

The motion to approve the notaries carried by a roll call vote of 17 ayes from the Commission present.

ANNOUNCEMENT:

Commissioners were informed by Sonya Rimmer that Road Superintendent Scott Blaylock had recently been voted President of the Tennessee County Highway Officials Association.

13. ADJOURNMENT:

On motion of Commissioner Rimmer, second by Commissioner Gibson, moved the December 15, 2014 Monthly Commission Meeting be adjourned at 6:26 o'clock P.M.

The motion to adjourn the meeting carried by voice vote from the Commission present.

MINUTES APPROVED FOR ENTRY THIS _____ DAY OF JANUARY 2015.

Kenneth Carey, County Mayor
Chairman, Cumberland County Commission

Jule Bryson, Cumberland County Clerk

RESOLUTION NUMBER 01-2015-1

**A RESOLUTION TO ACCEPT THE 2015 VERSION OF THE CUMBERLAND
COUNTY ROAD LIST**

WHEREAS, the Environmental Committee, Highway Department and Cumberland County Regional Planning Commission are submitting for approval amendments for the 2015 Official Cumberland County Road List, reflecting completed road improvements, proposed road additions, and road name changes; and,

WHEREAS, Towne Centre Drive was approved to be added to the official county road list by Resolution 10-2013-5. Additionally, Mallard Court, Wilshire Heights Drive, and Stonecrest Avenue were also approved at the September 2014 County Commission meeting as additions to the Cumberland County Road list.

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Board of Commissioners hereby formally approve and adopt the 2015 Official County Road List as attached this 20th day of January, 2015.

SPONSOR:



COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION NO. 01-2015-2

**RESOLUTION TO ENTER A CUMBERLAND COUNTY ECONOMIC/COMMUNITY COOPERATIVE
AGREEMENT AMONG CUMBERLAND COUNTY, CITY OF CROSSVILLE AND THE CROSSVILLE-
CUMBERLAND COUNTY CHAMBER OF COMMERCE**

WHEREAS, economic growth will bring prosperity and employment opportunities to our community in the future; and

WHEREAS, Cumberland County, Tennessee, City of Crossville and Crossville-Cumberland County Chamber of Commerce, desire to engage in new public-private sector community efforts for growth and prosperity of Cumberland County; and

WHEREAS, a common interest for economic and community development is needed for our citizens and community to be successful; and

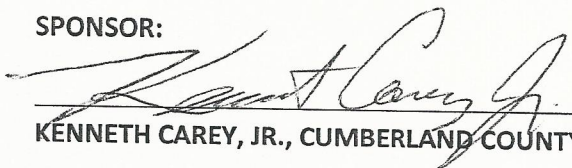
WHEREAS, a one-stop-development shop is needed to handle economic development related inquiries from local businesses and industries as well as from business and industry outside the County; and

WHEREAS, these efforts and opportunities need to be explored and, where possible, implementation of programs for certain actions undertaken;

NOW, THEREFORE BE IT RESOLVED, that it has been recognized by the above named entities that opportunities do exist within the County to prepare the community for positive economic growth and development; and

BE IT FURTHER RESOLVED, that by action taken by the Cumberland County Commission on January 20, 2015; the City Council on January 13, 2015; and the Board of Crossville-Cumberland County Chamber of Commerce on January 8, 2015, the entities hereby agree to enter into a cooperative agreement to work together to make this community the best place to live, work and play within the state of Tennessee.

SPONSOR:


KENNETH CAREY, JR., CUMBERLAND COUNTY MAYOR

APPROVE:

KENNETH CAREY, JR., CUMBERLAND COUNTY MAYOR

ATTEST:

JULE BRYSON, COUNTY CLERK

James S. Mayberry, City of Crossville Mayor

Brad Allamong, Crossville-Cumberland County
Chamber of Commerce President

RESOLUTION NO. 01-2015-3

**RESOLUTION TO APPROVE CONTRACT FOR RIGHT TO DEPOSIT RESIDENTIAL SOLID
WASTE FOR PRIVATE HAULERS IN CUMBERLAND COUNTY**

WHEREAS, the County Attorney, Randal Boston, has prepared a contract to allow Private Hauler's to deposit residential solid waste into transfer station, upon signing the county contract and agreeing to its terms; and

WHEREAS, a Private Hauler is defined as any person, firm, or entity that contracts with anyone to haul, deliver, or deposit solid waste into the Cumberland County Station; and

WHEREAS, a Private Hauler may only deposit residential solid waste generated within the boundaries of Cumberland County, Tennessee;

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in regular session on this the 20th day of January, 2015, approve the Contract for Right to Deposit Residential Solid Waste for Private Haulers in Cumberland County.

Adopted this 20th day of January, 2015.

SPONSOR:



COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

PREPARED BY RANDAL R. BOSTON, ATTORNEY AT LAW
60 North Main, Crossville, Tennessee 38555

**CONTRACT FOR RIGHT TO DEPOSIT RESIDENTIAL
SOLID WASTE IN CUMBERLAND COUNTY**

I. PREMISES

Cumberland County, Tennessee, (hereinafter referred to as "County") contracts for the operation of a Transfer Station, (hereinafter referred to as "Station") located in Cumberland County, Tennessee. _____ is a private hauler of solid waste into the Convenience Centers or Transfer Stations. The amount of tonnage allowed per household is set out on Exhibit "A" attached hereto as Exhibit "A" and made a part hereof by reference.

Since residential solid waste is deposited at no fee up to a certain amount, calculated by household, County must assure itself that the fee for disposing of excess solid waste is paid.

The governing body of the County passed Resolution No. _____ on the _____ day of _____, 2015 requiring private haulers to execute, agree to and comply with the terms of the Contract.

The purpose of this Contract is to comply with the premises and also to comply with Resolution No. _____ of the Cumberland County Commission.

II. CONSIDERATION

In consideration of the Private Hauler being allowed to deposit solid waste into County's Station, Private Hauler and County agree as follows:

III. FEES FOR DEPOSIT OF SOLID WASTE

County provide and allowance to Private Hauler the amounts set out on Exhibit "A". In exchange County shall allow the Private Hauler the right to deposit solid waste collected by Private Hauler into County's Station.

IV. DEFINITION OF PRIVATE HAULERS

For the purposes of this Contract Private Hauler shall be defined as any person, firm, or entity that contracts with anyone to haul, deliver, or deposit solid waste into the Cumberland County Station.

V. DURATION; TERMINATION

A. Duration

This Agreement shall be of an indefinite duration subject to the termination provision set out herein.

B. Termination

1. Without Cause

Either party may terminate this Agreement by providing a notice of termination. This notice of termination must be in writing, mailed to the party's address set out herein, and received by the non-terminating party at least sixty (60) days prior to the termination date.

2. With Cause

County or Private Hauler may terminate this Contract immediately upon a breach of any of the terms and conditions of this Contract. Any Hauler providing false information in the procurement of this Contract or otherwise will result in an immediate termination of this agreement.

VI. OBLIGATION THAT COUNTY MUST PERFORM

County Contracts that it will perform the following obligations:

- 1) County shall allow authorized Private Hauler to deposit residential solid waste into County's Station, upon the stated allowances set out in Exhibit "A".

VII. OBLIGATIONS THAT PRIVATE HAULER MUST PERFORM

Private Hauler contracts that it will faithfully perform the following obligations:

- 1) Maintain current and valid Cumberland County business license.
- 2) Maintain all licenses, permits, liability insurance, and comply with all rules, regulations, and laws promulgated by either Cumberland County, the State of Tennessee, and/or the United States of America.
- 3) Pick up, deliver, and haul solid waste using only vehicles that are fully contained or that are properly covered by a tarp in order to avoid any blow off of waste.
- 4) Provide County a sworn certificate executed by the Private Hauler's Chief Executive Officer under threat of perjury that said Private Hauler is depositing only residential solid waste generated within the boundaries of Cumberland County, Tennessee.

- 5) Provide County with a list showing the total number of households served by Private Hauler in Cumberland County, Tennessee over the preceding thirty (30) days including any deletions or additions of customers.
- 6) The Private Hauler shall maintain at its facility, and make available to the County, at a minimum, the following information (known as a "customer list") relative to all accounts that it services inside Cumberland County:
 - a. Name of household served
 - b. Address of household served
 - c. Telephone numbers of the clients served
 - d. Total number of households served in Cumberland County
- 7) Each July 1 of the year, County is to be provided a Master customer list and information developed above. Said information shall be further available for review at the Private Hauler's place of business by the County Mayor, County Finance Director, County Solid Waste Director or their designee, during normal business hours as often as is required to provide County with a reasonable assurance of the accuracy of the Private Hauler's customer list.
- 8) Private Hauler shall, at all times, maintain an office within the boundaries of Cumberland County, Tennessee. The above information shall be made available at said Cumberland County office.

VIII. CONFIDENTIALITY OF PRIVATE HAULER'S CUSTOMER LIST

The information provided by the Private Hauler to the County pursuant to the provisions of VII above cannot be assured of being held in confidence since the County is subject to the provisions of the Freedom of Information Act. (the Act) The act requires disclosure to the public of information gained by officials of the County obtained in the course of their duties.

IX. NO FINANCIAL OBLIGATION BY COUNTY

Private Hauler affirmatively agrees that County shall have no financial responsibility to Private Hauler of any kind whatsoever.

X. RESIDENT/RESIDENTIAL/MULTI FAMILY DEFINED

There shall be no charge to Private Hauler for the deposit of residential solid waste collected from one (1) family at one (1) address up to a certain tonnage as set out in Exhibit "A". Any amount of tonnage that exceeds the amount listed in Exhibit "A" will be between the Private Hauler and the entity contracted to run the tipping station.

XII. VENUE

The venue of any dispute whatsoever relative to this Contract shall lie only in the Chancery Court for Cumberland County, Tennessee.

XIII. COST

In the event legal action is commenced by any party to this contract to enforce the terms of this Contract, to assert the existence or non-existence of a breach of this Contract, or for any action arising out of the execution of this Contract, the prevailing party shall be entitled to receive from the other all costs including attorney fees.

XIV. AMENDMENTS

This Contract is the entire agreement by and between the parties. No amendment, addition, or deletion to this Contract shall be effective unless and until same is in writing and signed by all parties.

CUMBERLAND COUNTY, TENNESSEE

By: KENNETH CAREY, Jr.

Its: MAYOR

**STATE OF TENNESSEE
COUNTY OF CUMBERLAND**

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared, **KENNETH CAREY, JR. the CUMBERLAND COUNTY MAYOR**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the duly elected **CUMBERLAND COUNTY MAYOR**, and that he as such Mayor, being authorized to do so, executed of the foregoing instrument for the purposes therein contained by signing the name of the **COUNTY** by himself as such Mayor.

WITNESS my signature and seal of office this the _____ day of _____
201____.

(SEAL)

NOTARY PUBLIC

My Commission Expires: _____

PRIVATE HAULER

Name _____

By: _____

Its: _____

**STATE OF TENNESSEE
COUNTY OF CUMBERLAND**

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally _____ appeared, _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be the _____, and that he as such _____ being authorized to do so, executed of the foregoing instrument for the purposes therein contained by signing the name of the _____ by herself/himself as such _____.

WITNESS my signature and seal of office this the _____ day of _____ 20____.

(SEAL)

NOTARY PUBLIC

My Commission Expires: _____

**EXHIBIT "A" TO THE RESOLUTION NO. ____ OF THE
CUMBERLAND COUNTY COMMISSION**

CUMBERLAND COUNTY MONTHLY SOLID WASTE USER FEES

| <u>CATEGORY</u> | <u>QUANTITY</u> | <u>CHARGE</u> |
|--|--|---------------|
| 1) Household | Maximum of 125 lbs./month per household | 0.00 |
| 2) The Cumberland County Commission reserves the right adjust the Maximum allowance per household at its discretion. | | |

RESOLUTION NO. 01-2015-4

RESOLUTION TO EXTEND THE CUMBERLAND COUNTY FAIR ASSOCIATION LEASE AND AGREEMENT

WHEREAS, Cumberland County Fair Association lease and agreement with Cumberland County has expired;
and

WHEREAS, the Cumberland County Fair Association would like to renew the same lease and agreement for an additional four (4) years; and

WHEREAS, the new lease and agreement would expire January 20, 2018;

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in regular session on this the 20th day of January, 2015, extend the Cumberland County Fair Association lease and agreement for an additional four (4) years with Cumberland County.

Adopted this 20th day of January, 2015.

SPONSOR:



COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

LEASE

THIS AGREEMENT made and entered into on the _____ day of _____, _____, by and between CUMBERLAND COUNTY, TENNESSEE hereinafter referred to as LESSOR; and the CUMBERLAND COUNTY FAIR ASSOCIATION, a non-profit corporation organized and existing under the laws of the State of Tennessee, hereinafter referred to as the LESSEE.

WITNESSETH; That the Lessor leases and rents to the Lessee the following described premises:

The entire Complex known as the Cumberland County Community Complex, including all improvements and grounds.

Lessor specifically excepts and reserves those buildings being used Full time by State and County governmental agencies as well as Sufficient realty surrounding said buildings for said agencies to operate their normal course of business.

This lease is subject to the following conditions, each of which the Lessee and Lessor covenant and agree to keep and observe:

I. TERMS

The term of this lease shall be a four (4) years covering a specified number of weeks during the term of this Lease as set out in the Attached Exhibit "A" which is incorporated herein as if stated verbatim. The parties hereto agree that this Lease shall specifically cover the period of time the Cumberland County Fair is traditionally exhibited in Cumberland County (Fair Weeks). Lessee also has certain scheduled events at other times of the year. Lessor hereby Leases to Lessee said realty and i improvements for these events, the times of which are stated on the aforementioned Exhibit "A".

II. RENTAL

The rental for the demised realty shall be 10 percent of paid gross admissions for all events sponsored by Lessee. No other credit shall be allowed unless said amount and the proposed Work shall have been agreed upon in advance between Lessee, Lessor, and the Buildings and Grounds Committee of the Cumberland County Commission. A receipt of all expenses incurred by the Lessee for the upkeep, maintenance or expansion to the Community Complex will be kept on file with the Complex office.

Lessee shall have authority to expend an amount not to exceed One Thousand (\$1,000.00) for emergency repairs to the premises without the prior approval of the Buildings and Grounds Committee or the Cumberland County Commission. Any expenditures or improvements to the premises which exceed One Thousand (\$1,000.00) Dollars shall be required to have approval from the Building and Grounds Committee and/or the Cumberland County Commission.

Rental fees are to be paid no later than Thirty (30) Days after the last day of the event.

III. NONPAYMENT OF RENTAL

If the Lessee neglects to make payments of rent when due, or shall breach any of the terms of this agreement, the Lessor may, after 10 days written notice to Lessee of the claimed breach, unless the breach is cured by Lessee within the period of the 10 days notice, at Lessor's option declare the Lease forfeited and expel said Lessee there from without prejudice to other remedies; however, notice to quit possession and other formality is hereby expressly waived

in case of such default.

IV. UTILITY, SERVICES, AND LIABILITY INSURANCE EXPENSE

Lessee agrees to pay for all utility services including but not limited to, water, electric, and gas during the months of August and September to compensate the County for the use of their office and during the time periods shown on Exhibit "A" excluding the following meter(s): VCF202654

This includes but is not limited to, all utilities of any and all cleanup and all expenses of any kind related to Lessee's use of the premises during the term of this Lease. Lessee further agrees to purchase a liability insurance policy that is sufficient to cover Lessee for all perils associated with Lessee's activities. The procurement of this insurance policy shall be a condition of this Lease. The liability insurance policy must have minimum limits of One Million (\$1,000,000.00) dollars. Lessee shall make Lessor an additional insured on said policy and shall provide a certificate to that effect to Lessor in a timely manner.

V. SUB- LEASE

Lessee shall not sub-lease the premises without the prior written consent of the Lessor.

VI. HOLDING OVER

Lessor agrees that any holding over by Lessee after the expiration of this or any subsequent Lease shall not constitute an automatic renewal of this or any subsequent Lease. However, the Lessee will be responsible for all payments as

set out in this Lease during the period of any such holding over. Also, all parties to this agreement, agree to negotiate, in good faith, for a renewal of a contract for the use of said facilities.

VII. MAINTENANCE

The Lessee hereby agrees to maintain all buildings and to keep all equipment in good working condition, which it has leased during the term of this Lease, normal wear and tear expected.

VIII. ACCEPTANCE "AS IS"

Lessee accepts said premises in their present condition and agrees to keep the premises in a good and clean condition: to obey all laws, ordinances and lawful regulations affecting said premises.

IX. INDEMNIFICATION OF LESSOR

Lessee covenants that the Lessor shall not be liable for any damage to or injury of the Lessee or other tenants, the Lessee's agents or employees, or to any person entering the premises or building for whatever reason of which the demised premises are a part, or to goods or chattels therein, and further, to indemnify and save the Lessor harmless from any and all claims of every kind and nature growing out of Lessee's use. The Lessee, pursuant to the conditions above, shall purchase insurance adequate to cover not only the Lessee but also the Lessor for all perils, including but not limited to personal injury, fire, theft and any and all perils associated with Lessee's activities with the Lessor being covered as an

additional insured on the policy, as set out in Number IV above. Should the

Lessor determine the insurance obtained by the Lessee is inadequate or incomplete, the Lessor may in its own judgment obtain insurance satisfactory to Lessor and charge the expense of same to the Lessee. If the purchase of insurance under this clause remains unpaid by the Lessee for more than thirty (30) days, the Lessor has the right to declare this Lease null and void.

X. DESTRUCTION OF DEMISED PREMISES

Should the premises described by this Lease be destroyed for any reason, then and in that event the Lease shall be declared null and void and all conditions and covenants of the Lease shall cease as to all parties.

XI. COLLECTION OF TAX

Lessee shall be solely responsible for computation, collection, and payout of all taxes applicable to the operation of its attractions, shows and fairs. This responsibility includes but is not limited to amusement tax, sales tax, and taxes of all kinds affecting Lessee's business, shows, fairs and attractions.

XII. SALE OF INTOXICATING BEVERAGES

Lessee shall not allow the sale, consumption, or giving away of beer, wine or alcoholic beverages of any kind on or about said premises.

XII. TYPES OF ATTRACTIONS PERMITTED

A. Both parties condition this Lease upon the fact that no

performance, attraction, of fair shall be held on said premises that is objectionable to the Lessor.

B. In consideration of A., above, Lessor covenants that it will not lease the demised premises to a "carnival" or for "carnival events" within ninety (90) days of the period set out in Number I., above.

XIV. PARKING CHARGES

A. There shall be no charge assessed for parking on or about the Community Complex grounds without prior approval of the Cumberland County Commission.

B. In consideration of A. above, Lessor agrees to continue to strive to improve and maintain the buildings and grounds to accommodate normal growth and normal needs of the Lessee during the term of this Lease.

XV. FREE PASSAGE

No portion that is objectionable to Lessor of the sidewalks, entries, passages, vestibules, halls, elevators or stairways for access to public buildings shall be obstructed by the Lessee or used for any purpose other than for ingress to and from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, also heater, and home light attachments, shall not be covered or obstructed by the Lessee. The bathrooms or other water apparatus's shall not be used for any

purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper or other substances shall be thrown therein. Any damage resulting to these items from misuse of any nature or character whatsoever shall be paid for by the Lessee.

XVI. COST OF COLLECTIONS

Lessee shall pay all cost of collection by Lessor including without limitation, legal fees and court costs, for any amounts due and owing hereunder for more than thirty (30) days.

XVII. CHANGING OF PREMISES BY LESSEE

The Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not make or allow to be made and alterations of any kind therein without prior consent of Lessor.

IN TESTIMONY WHEREOF, said parties have executed this Lease in duplicate, one of which is retained by the Lessor and the other by the Lessee on the day and date above written.

LESSOR:

**CUMBERLAND COUNTY,
TENNESSEE**

By: **KENNETH CAREY, Jr.**
Its: **County Mayor**

LESSEE:

**CUMBERLAND COUNTY FAIR
ASSOCIATION**

C. LYNN TOLLETT
Its: **President**

EXHIBIT "A"

**DATES OF LEASE FOR THE CUMBERLAND COUNTY FAIR/CUMBERLAND
COUNTY COMMUNITY COMPLEX**

2015 – Fair – August 10th through September 9th

Additional Dates: June 13th, July 11th, November 14th

2016 – Fair – August 8th through September 7th

Additional Dates: June 11th, July 9th, November 12th

2017 - Fair – August 7th through September 6th

Additional Dates: June 10th, July 8th, November 11th

2018 - Fair – August 6th through September 5th

Additional Dates: June 9th, July 14th, November 10th

RESOLUTION NO. 01-2015-5

RESOLUTION TO EXTEND THE CUMBERLAND COUNTY RED CROSS LEASE AND AGREEMENT

WHEREAS, Cumberland County Red Cross lease and agreement with Cumberland County has expired; and

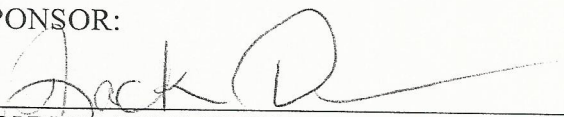
WHEREAS, Red Cross would like to renew the same lease and agreement for an additional one (1) year; and

WHEREAS, the new lease and agreement would expire January 20, 2016;

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in regular session on this the 20th day of January, 2015, extend the Cumberland County Red Cross lease and agreement for an additional one (1) year with Cumberland County.

Adopted this 20th day of January, 2015.

SPONSOR:



COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

PREPARED BY *RANDAL R. BOSTON*, ATTORNEY AT LAW
60 N. MAIN STREET, CROSSVILLE, TENNESSEE 38555

LEASE AND AGREEMENT

THIS LEASE ("Lease") is hereby made and entered into this _____ day of January, 2015, between CUMBERLAND COUNTY ("Landlord"), and CUMBERLAND COUNTY RED CROSS ("Tenant").

WITNESSETH:

THIS LEASE SUPERSEDES AND VOIDS ALL FORMER AGREEMENTS BETWEEN CUMBERLAND COUNTY, TENNESSEE AND CUMBERLAND COUNTY RED CROSS AND EXPLICITLY VOIDS THE LEASE AGREEMENT RECORDED IN BOOK 1346, PAGE 656, REGISTER'S OFFICE, CUMBERLAND COUNTY, TENNESSEE.

1. Premises, Term and Rent. Landlord leases to Tenant, and Tenant leases from Landlord, a part of the property described in Exhibit A attached hereto (the "Premises") Cumberland County Archives and Family History Center Building located at 106 East 2nd Street in Crossville, Cumberland County, Tennessee (the "Building"). The Premises contains **Rooms Marked #5, consisting of 240 square feet, #7 consisting of 515 square feet, #12 consisting of 208 square feet and Room #15 consisting of 500 square feet (See Attached Exhibit "A").** All of these rooms are located on the **First Floor** and Room #15 has direct access outside the building and **Red Cross agrees to allow ingress/egress for Archive Personnel** conducting their duties. The term of this Lease shall be from **January 21st, 2015** to the **January 20th, 2015**, at an annual rental of **ONE (\$1.00) Dollar**, payable in annual installment of **ONE (\$1.00) Dollar** each, which rental Tenant covenants to pay as and when due.

2. Appurtenances. Landlord grants to Tenant, and covenants that Tenant shall have during the term of this Lease, at no additional cost to Tenant, the use of all parking spaces provided by the City of Crossville around the Building as may be needed, the non-exclusive use of common areas.

3. Tenant's Repairs and Utilities. Tenant will keep the Premises, including without limitation, interior walls, floors, ceiling and light fixtures, as clean and in as good repair as the same are at the commencement of this term or may be put in during the continuance thereof, reasonable wear and tear and damage by fire, other casualty, or condemnation excepted. Landlord will keep the Building insured against damage by fire and other casualty. The Tenant will be responsible for insurance upon the contents and all personal property on the premises.

Landlord shall be responsible for the payment of electrical, natural gas, water and sewer and other utilities serving the Premises.

4. Landlord shall maintain and keep in good repair and working order the roof, exterior walls, HVAC system, electrical wiring, and plumbing system of the Building, the adjoining yard and parking lot, and all underground water and sewerage pipes. Landlord shall keep the Building insured against damage by fire and other casualty.

5. Right of Entry. Landlord may at reasonable times and on reasonable notice to Tenant enter the Premises to inspect it and make any repairs required by Section 8 or required by Section 7 that Tenant has failed to make, and during the ninety (90) days preceding the expiration of this Lease, may show the Premises to persons who may wish to lease the same, provided Tenant's occupancy is not interfered with. If Landlord makes any repairs required to be made by Tenant under Section 7, Tenant shall pay Landlord as additional rent a sum equal to the amounts expended by Landlord plus interest thereon at the maximum legal contract rate within TEN (10) days after Landlord presents Tenant with a statement setting forth the repairs made and the amounts expended.

6. Renovations and Alterations of Premises. Subject to Landlord's approval of all plans and specifications for material renovations and alterations and subject to the condition that Tenant shall allow no lien to be placed against the Premises [or the Building], Tenant shall have the right, at its sole cost and expense, to renovate, alter and use the Premises in connection with its business and to make related improvements. All alterations, additions, repairs, replacements and improvements made to or upon the Premises shall be deemed to be part of the Premises and shall become the property of Landlord upon the expiration or termination of this Lease; provided, however, that trade fixtures, machinery and equipment that are installed by Tenant and removable without materially injuring the Premises shall remain the property of Tenant. All such alterations, additions, repairs, replacements and improvements made to or upon the Premises shall comply with all present and future governmental laws and regulations. No approval by Landlord of any plans or specifications for material renovations or alterations by Tenant shall be construed to warrant that such plans or specifications comply with any governmental laws or regulations.

7. Fire or Other Casualty. If the Premises should be damaged or destroyed by fire or other casualty so as to cause a material alteration in the character of the Premises and to prevent Tenant from using it in substantially the manner heretofore used, either Landlord or Tenant may terminate this Lease upon giving notice to the other within fourteen (14) days after the casualty occurs. Should such termination occur on any day other than the last day of a monthly rental period, any unearned prepaid rental shall be refunded to Tenant.

If the Premises are materially damaged by fire or other casualty and neither party elects to terminate this Lease, or if the Premises should be damaged by fire or other casualty and still be fit for Tenant's continued use in substantially the same manner as heretofore used, then this Lease shall continue in effect and the Premises shall be restored by Landlord. If the event causing damage was not caused by the fault of Tenant, while such restoration is in progress Tenant shall be entitled to a fair and appropriate abatement

of the rental to be paid, said abatement to be based on the amount and value of the Premises used by Tenant. Should the damage necessitating such restoration occur on any day other than the last day of a monthly rental period, then the amount of prepaid rental to be refunded to Tenant shall be based on the amount and value of undamaged space used by Tenant during the remainder of said monthly rental period.

8. Holding Over. Should Tenant hold over the term hereby created with the consent of Landlord, Tenant shall become a tenant from month to month at the monthly rental then payable hereunder and otherwise upon the covenants and conditions in this Lease contained, and shall continue to be such Tenant until thirty (30) days after either party serves upon the other notice of intention to terminate such monthly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall, immediately following surrender of the Premises to the Landlord, be refunded to Tenant.

9. Use of Premises. The Premises shall be used for the purposes of the use and Benefit of the American Red Cross and other related purposes. Tenant shall not at any time use or occupy the Premises in violation of restrictions or laws, ordinances or regulations of any government or agency having jurisdiction, or in violation of Landlord's insurance contract(s), or in a manner creating a nuisance.

10. Insurance. All property of any kind that may at any time be used, left or placed on the Premises during the term of this Lease shall be at the sole risk of the Tenant. Tenant shall carry contents coverage insurance on its contents.

To the extent not covered by insurance, Tenant will save, indemnify and hold Landlord free and harmless from any and all liability or any injury, loss or damage to person or property arising out of any cause associated with its business or use of the Premises, including its omission to act.

Tenant agrees to provide public liability insurance naming Landlord as additional insured to protect Landlord from loss customarily covered by such insurance in at least the following amount:

\$300,000.00 - Combined Single Limit

11. Surrender of Premises. At the expiration of the term of this Lease, Tenant shall peaceably yield up to Landlord the Premises and all erections and additions made thereto except as hereinbefore provided, in good repair in all respects, reasonable use, wear and tear and damage by fire or other casualty or by condemnation excepted.

12. Quiet Enjoyment. As long as Tenant is not in default hereunder, Landlord covenants that Tenant shall peaceably hold and enjoy the Premises, subject to the terms of this Lease. All entrances, exits, approaches and means of entrance and approach, and

all access to light and air now enjoyed by the Premises, shall be and remain intact and uninterrupted by any act of Landlord during the term of this Lease.

13. Eminent Domain. If the whole of the Premises shall be taken or condemned by any competent authority for any public use or purpose as shall materially change the character of the Premises so as to prevent Tenant from using it in substantially the same manner as heretofore used, the term hereby granted shall cease on the day prior to vesting of title in such authority and an appropriate pro rata portion of any rent paid in advance by Tenant shall be refunded.

If a portion of the Premises shall be condemned or taken, and if such taking does not result in a material alteration in the character of the Premises so as to prevent Tenant from using it in substantially the same manner as heretofore used, then this Lease shall continue in effect, and any damage to the Premises shall be repaired by Landlord. After the date Tenant is required to surrender possession of the portion taken, the rental payable hereunder shall be reduced in proportion to the decrease in the fair rental value of the Premises.

The entire award of damages or compensation for a taking of the Premises, whether such taking be in whole or in part, shall belong to and be the property of Landlord, except for such compensation as may be made for Tenant's moving or relocation expenses, Tenant's business interruption losses and for the taking of Tenant's trade fixtures, which compensation shall belong to and be the property of Tenant.

14. Assignment and Subleasing. Tenant may not assign or encumber this Lease or sublet the Premises, either in whole or in part, without the prior written consent of Landlord, which consent may be withheld by Landlord for any reason or for no reason. Consent to one assignment or subletting shall not be deemed a consent to any other. The transfer of the majority of the voting stock of Tenant if Tenant is a corporation, the transfer of a majority of the partnership interests in Tenant if Tenant is a partnership, and any transfer by operation of law will be deemed "assignments" requiring Landlord's consent. In the event of any assignment or subletting, Tenant shall remain fully responsible under this Lease.

15. Attorney's Fees. In the event it becomes necessary for Landlord to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants or agreements herein contained, or in connection with Tenant's default or breach hereunder, Tenant shall be liable for reasonable attorney's fees, costs and expenses incurred by the Landlord.

16. Notice. Any notices required to be sent hereunder shall be hand delivered or sent by certified mail to the following addresses:

Landlord: Cumberland County
2 N. Main St., Suite 203

Crossville, TN 38555

Tenant: Cumberland County Red Cross
106 East 2nd Street
Crossville, TN 38555

17. Default and Remedies. Each of the following events shall constitute a default or breach of this Lease by Tenant:

(a) If Tenant shall fail to pay Landlord any rent when due, within TEN (10) days after Landlord notifies Tenant that it is unpaid.

(b) If Tenant shall fail to perform or comply with any of the other condition, term or agreement in this Lease as set forth herein within thirty (30) days after notice by Landlord to Tenant specifying the condition to be performed or complied with; or, if the performance cannot be reasonably had within the thirty (30) day period, Tenant shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.

In the event of any default hereunder, Landlord, at any time thereafter, may terminate the Lease at its option and/or re-enter the Premises and expel, remove and put out Tenant or any person or persons occupying the Premises and remove all personal property therefrom as allowed by law. Upon re-entry Landlord may, at its option, relet the Premises or any part thereof [as the agent of Tenant], and Tenant shall pay Landlord the difference between the rent herein reserved and imposed for the portion of the term remaining at the time of re-entry and the amount received under such reletting for such portion of the term; additionally, Landlord may also recover from Tenant any other sums (including rents) then due. Landlord may also terminate this Lease and, at its option, recover from Tenant any sums then due as well as the amount by which all rent and other payments to be made by Tenant exceed the reasonable rental value of the Premises for the remainder of the Lease term. Notwithstanding any other provision herein contained, Tenant shall be responsible for all losses (including loss of rents) and damages resulting from any default and/or termination.

All actions taken by Landlord pursuant to this Section shall be without prejudice to any other remedies that otherwise might be used for the collection of rents or for the preceding breach of covenant or conditions or for default.

Landlord may elect, but shall not be obligated, to comply with any condition, term or agreement required hereby to be performed by Tenant, and Landlord shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for such correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.

18. No Waiver. The subsequent acceptance of rent hereunder by Landlord shall not be deemed a waiver of any preceding breach of any obligation hereunder by Tenant

other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof.

19. Gender. Wherever appropriate herein, the words "Landlord" and "Tenant" and the pronouns referring thereto, shall be construed singular or plural, masculine, feminine or neuter as the facts warrant.

20. Signs. Tenant shall have the right, upon Landlords approval, to erect, affix or paint signs on or about the Premises and the right at its option to remove said signs upon the termination of this Lease, it being agreed that Tenant shall repair any damage to the exterior of the Building caused by the removal of said signs.

21. Subordination. Upon written notice by Landlord to Tenant, this Lease shall be and become subject and subordinate to any and all mortgages or deeds of trust now existing, or that hereafter may be executed, covering [the Building or] the Premises, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon, and subject to all the terms and provisions thereof. Tenant agrees to execute, acknowledge and deliver upon request any and all documents or instruments requested by Landlord or necessary or proper to insure the subordination of this Lease to any such mortgages or deeds of trust; provided, however, that the foregoing provisions with respect to such subordination shall not be effective unless the owner or holder of any such mortgage or deed of trust shall execute with Tenant a non-disturbance and attornment agreement under which said owner or holder shall agree to accept the attornment of Tenant upon foreclosure of any such mortgage or deed of trust, if Tenant has not been in default. Tenant hereby agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring [the Building or] the Premises at any sale or other proceeding or pursuant to the exercise of any other rights, power or remedies under such mortgages or deeds of trust, as if such person, firm or corporation had been named as Landlord herein.

22. Sale of Subject Property; Right of First Refusal. N/A

23. Tenant's Option to Purchase. N/A

24. Entire Agreement. The entire understanding between the parties is set out in this Lease, this Lease supersedes and voids all prior proposals, letters and agreements, oral or written, and no modification or alteration of this Lease shall be effective unless evidenced by an instrument in writing signed by both parties. This Lease shall be interpreted and construed in accordance with the laws of the State of Tennessee.

25. Successors and Assigns. Both parties agree that this Lease would become NULL and VOID upon the incapacity of either party. This Agreement **can not** be assigned by the Tenant without prior written approval of the Landlord.

26. Memorandum Lease. This Lease shall not be recorded, but upon the request of either party, a short form Lease will be executed and recorded.

27. Captions. The headings and captions contained in this Lease are for reference purposes only and shall not limit or extend the meaning or terms of any paragraph or section contained herein.

28. Severability. The provisions of this Lease are severable in that should any provision be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the legality, validity and enforceability of the other provisions herein shall not be affected, but they shall remain in full force and effect.

29. WARRANTIES AND REPRESENTATIONS.

a. By Cumberland County. Cumberland County warrants and represents to Red Cross the following::

i. The execution, delivery and performance of this Contract have been authorized by all necessary government action and that it has requisite right, power and authority to enter into and perform this Contract and to grant the rights pursuant to this Contract.

ii. Cumberland County is a Tennessee political subdivision under the laws of the State of Tennessee and is in good standing in the State of Tennessee;

iii. No consent of any other person or entity is required for execution by Cumberland County of this Contract and/or performance under this Contract;

iv. There is no litigation pending nor is any litigation threatened against Cumberland County relative to any of the matters which are the subject of this Contract;

v. Cumberland County is the owner of the property.

b. By Red Cross: Red Cross represents and warrants the following to Cumberland County as of the date this Contract is entered into:

i. That the execution, delivery and performance of this Contract have been authorized by all necessary corporate action and that it has requisite right, power and authority to perform this Contract and to fulfill its duties and obligations to Cumberland County pursuant to this Contract. Red Cross agrees to deliver to Cumberland County, upon execution of this Contract, certified copies of all corporate resolutions authorizing the execution, delivery and performance of this Agreement;

ii. Red Cross is a Tennessee corporation duly organized under the laws of the State of Tennessee and is in good standing in the State of Tennessee;

iii. No consent of any other person or entity is required for execution by Red Cross of this Contract and/or performance under this Agreement;

IN WITNESS WHEREOF, the parties hereto have set their respective hands or caused this instrument to be duly executed on the day and date first above written.

CUMBERLAND COUNTY, TENNESSEE

CUMBERLAND COUNTY RED CROSS

By: _____

By: _____

KENNETH CAREY, JR.

JOEL R. SULLIVAN

Its: COUNTY MAYOR

Its: RED CROSS CEO, TN REGION

STATE OF TENNESSEE

COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared, **KENNETH CAREY, JR., CUMBERLAND COUNTY MAYOR**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the **CUMBERLAND COUNTY MAYOR**, and that he as such Mayor, being authorized to do so, executed of the foregoing instrument for the purposes therein contained by signing the name of the **CUMBERLAND COUNTY** by himself as such Mayor.

WITNESS my signature and seal of office this the _____ day of _____ 2015.

(SEAL)

My Commission Expires: _____

NOTARY PUBLIC

STATE OF TENNESSEE

COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared, **JOEL R. SULLIVAN, RED CROSS CEO, TN REGION**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the **RED CROSS CEO, TN REGION**, and that he as such, being authorized to do so, executed of the foregoing instrument for the purposes therein contained by signing the name of the **CUMBERLAND COUNTY RED CROSS** by himself as such.

WITNESS my signature and seal of office this the _____ day of _____ 2015.

(SEAL)

My Commission Expires: _____

NOTARY PUBLIC

CENTRAL CAFETERIA FUND
BUDGET RESOLUTION

No. 01-2015-6

To the Cumberland County Commission meeting in regular monthly session, this _____ day of _____, 2014.

WHEREAS, the Cumberland County Board of Education/School Nutrition Program requests the following budget resolution be approved for funds received from the Southeast United Dairy Industry Association (SUDIA) designated to reimburse for equipment charges incurred when implementing the Universal Free Breakfast in the Classroom programs at Glenn Martin and Pleasant Hill Elementary.

INCREASE REVENUE:

44570 Gifts & Contributions \$3,000.00

TOTAL INCREASE **\$3,000.00**

INCREASE EXPENDITURES:

73100-710 Food Service Equipment \$3,000.00

TOTAL INCREASE **\$3,000.00**

Since the Cumberland County School District participates in the Fuel up to Play 60 program, the funds were awarded to reimburse the CCSNP for equipment purchased to transport food to the classrooms. The funds will be applied to the appropriate cost centers (Glenn Martin and Pleasant Hill) as specified by SUDIA.

SPONSORED BY:

ATTEST:



COUNTY COMMISSIONER

COUNTY CLERK

APPROVED BY:

COUNTY MAYOR

Budget Committee Vote:

Ayes: 8 Nays: 0 Abstain: 0